

**United States Bankruptcy Court**  
**Western District of Michigan**  
One Division Ave., NW  
Room 200  
Grand Rapids, MI 49503

**IN RE:** Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):

**James E. Jackson**  
2106 Russell Rd  
Baroda, MI 49101  
SSN: xxx-xx-2887  
**Antonia G. Jackson**  
2106 Russell Rd  
Baroda, MI 49101  
SSN: xxx-xx-8811

**Debtor(s)**

**Case Number 03-08380-jrh**

**Chapter 7**

**Honorable Jeffrey R. Hughes**

**NOTICE OF HEARING**  
**TRUSTEE'S MOTION TO SELL REAL PROPERTY OF THE ESTATE (3044**  
**JOHNSON ROAD, STEVENSVILLE, MICHIGAN)**

The above motion has been filed with the Bankruptcy Court. Your rights may be affected. **You should read these papers carefully and discuss them with your attorney. (If you do not have an attorney, you may wish to consult one.)**

If you want the court to consider your views on this matter, attend the hearing scheduled to be held before the Hon. Jeffrey R. Hughes on July 6 , 2006 at 12:30 pm at Room 114, US Courthouse and Federal Bldg., 410 W. Michigan Ave. Kalamazoo, MI

You or your attorney may wish to file a response explaining your position. Such response should be received at least three business days prior to the scheduled hearing. A copy should also be served upon the party who has filed the motion to his/her attorney. **Please refer to Administrative Order 2004-06 (Mandatory Electronic Filing), effective January 1, 2005, for practices and procedures for filing pleadings with the Court.**

If you or your attorney do not take these steps, the court may decide that you do not oppose the relief sought in the motion or objection and may enter an order granting that relief.

**PLEASE NOTE:** NOTICE IS HEREBY GIVEN that the court may, in its discretion, orally continue or adjourn the above hearing on the record in open court. If this occurs, parties in interest will not be given further written notice of the continued or adjourned hearing. If an entity is not present at the originally scheduled hearing, information regarding the time, date and place of an orally continued or adjourned hearing may be obtained at the Clerk's office from the court files or docket.

This Notice has been returned to Timothy Hillegonds . It is Timothy Hillegonds (s'/s) responsibility to ensure that service of this Notice and the referenced Motion is made upon the appropriate parties not less than twenty (20) days prior to the date of hearing. (sc)



DANIEL M. LAVILLE  
CLERK OF BANKRUPTCY COURT

**Dated:** June 12, 2006

/S/ \_\_\_\_\_  
Shelli Combs  
Deputy Clerk

**UNITED STATES BANKRUPTCY COURT**  
**FOR THE WESTERN DISTRICT OF MICHIGAN**

IN RE:

JAMES E. JACKSON and  
ANTONIA G. JACKSON,

Debtors.

Case No. 03-08380 jrh  
Chapter 7  
Honorable Jeffrey R. Hughes  
Filed Chapter 13: July 3, 2003  
Converted to Chapter 7: April 13, 2005

**MOTION TO SELL REAL PROPERTY OF THE**  
**ESTATE (3044 JOHNSON ROAD, STEVENSVILLE, MICHIGAN)**

NOW COMES Thomas R. Tibble, Chapter 7 Trustee (the "**Trustee**"), through his attorneys, and moves the Court as follows:

1. On July 3, 2003, Debtors filed a voluntary petition under Chapter 13 of the Bankruptcy Code. The Chapter 13 case was converted to a case under Chapter 7 on April 13, 2005.

2. The Trustee was appointed, qualified and elected as Chapter 7 Trustee in this case.

3. The assets of the bankruptcy estate being administered by the Trustee include the vacant parcel of real property commonly known as 3044 Johnson Road, Stevensville, Michigan (the "**Property**"). The property has a tax description of:

Commencing 794 feet West of the center of Section 28, Town 5 South, Range 19 West, thence South 0°2'22" West 365 feet, thence West 125 feet, thence North 0°2'22" East 365 feet, thence East 125 feet to the point of beginning.

Tax Parcel No. 111200280001013

4. Pursuant to the attached Vacant Land Buy and Sell Agreement dated April 29, 2006 (the "**Purchase Agreement**"), the Trustee has agreed to sell the Property to Steve Breitkreuz or his assigns (the "**Buyer**").

5. The purchase price for the Property is \$18,800 (the "**Purchase Price**"). The Purchase Price shall be paid in cash at closing. The Trustee believes that the Purchase Price is the minimum fair market value of the Property based on the opinion of the real estate agent involved in the sale.

6. The real estate agent involved in this sale is Attila Real Estate. The commission is 7% of the gross sales price of the Property.

7. The Buyer is disinterested.

8. To the best of the Trustee's knowledge, the following are the only outstanding interests in the Property:

(a) Rights or claims of parties in possession not shown by the public records.

(b) Easements, or claims of easements, not shown by the public records.

(c) Any lien, or a right to a lien, for services, labor or material furnished, imposed by law.

(d) Any claim by the Debtors to an interest in the Property, including but not limited to any claim of an exemption in the Property.

(e) Real estate taxes and assessments, including special assessments, which constitute a lien on the Property.

(f) Easements and building and use restrictions of record.

9. The Trustee requests that the Court approve sale of the Property pursuant to the terms of the Purchase Agreement, subject to the following conditions:

(a) The Trustee is agreeing to the provisions of the Purchase Agreement solely as trustee in this bankruptcy case, and not individually.

(b) Title to the Property will be transferred by the Trustee's execution of a trustee's deed.

(c) Sale of the Property, including all improvements and fixtures, shall be made on an "AS IS, WHERE IS" basis as of the date of closing of the sale, without representation or warranty, express or implied of any kind, nature, or description, including without limitation any warranty by description or of merchantability, habitability, usability, or of fitness for any purpose. The Trustee shall not be required to inspect or test or report on the condition of the Property, or the operability of the Property, or the existence of any defects in the Property.

(d) The sale will be subject to the right of any other qualified bidder to submit a higher and better bid at the hearing on approval of the sale to the Buyer. As a condition to acceptance of a competing bid, the bidder must deposit with the Trustee an earnest money deposit of \$2,500 in certified funds. Any person interested in submitting a higher and better bid may attend the hearing on approval of the sale to the Buyer, at which time all other bids will be received. The Trustee reserves the right to recommend confirmation by the Court of the bid determined by the Trustee to be the highest and best bid.

(e) Any competing bid must be on the same general terms and conditions of the Purchase Agreement. Any competing bidder will be required to execute (upon entry of an order approving any sale to such bidder) an agreement in substantially the form of the Purchase Agreement.

(f) Any competing bid for the Property must be for at least \$500 more than the prior competing bid.

(g) It is preferable, but not required, that written financing commitments accompany any competing offer for which financing is required. At a minimum, any competing bidder must provide sufficient information to assure the Trustee that the competing bidder is qualified to bid.

(h) The Trustee may accept one or more back-up offers. The Trustee shall have no obligation to close a back-up offer accepted by him unless the Property is not sold pursuant to the previous offer or offers.

(i) The Trustee assumes no obligation to inspect, test or report on the condition of the Property or the usability of the Property or the existence of any possible defect in the Property.

(j) Any person who desires additional information regarding the Property offered for sale should contact either:

Thomas R. Tibble  
2813 West Main Street  
Kalamazoo, Michigan 49006  
Telephone: (269) 342-9482 or

Timothy Hillegonds  
Warner Norcross & Judd LLP  
900 Fifth Third Center, 111 Lyon Street NW  
Grand Rapids, MI 49503  
Telephone: (616) 752-2132

(k) Pursuant to 11 USC §363(f), the Court is requested to order sale of the Property free and clear of all of the interests disclosed in paragraph 8 above (if any) other than easements and building and use restrictions of record (the "**Claims**"). All Claims shall attach to the proceeds realized from the sale of the Property with the same validity and in the same order as against the estate's interest in the Property.

(l) The Trustee requests that he be authorized to pay and disburse funds to facilitate closing and the transfer of the Property to the successful bidder, including but not limited to real estate taxes, mortgages and closing costs, and that the Trustee be authorized to retain a title insurance company to make disbursements on his behalf.

(m) The Trustee shall have the right to refuse to recommend confirmation of any bid which does not conform to the provisions of this Motion.

(n) The Trustee will not agree to pay any breakup fee to an unsuccessful bidder or to reimburse any unsuccessful bidder for costs and expenses incurred in connection with developing an offer to purchase the Property.

(o) The Trustee shall have no obligation to sell the Property to any person or entity unless proceeds received from sale of the Property are sufficient to pay all valid and non-avoidable liens and encumbrances against the Property, the allowed exemptions (if any) claimed by the Debtors, and all closing costs (including but not limited to real estate commissions).

(p) The Trustee requests that the order of this Court confirming the sale take immediate effect, and that the ten (10) day stay provided by Fed. R. Bankr. P. 6004(g) not apply so that the sale may close immediately following entry of the order.

12. The Trustee believes that it is in the best interest of this estate that he be authorized to sell the Property upon the terms and conditions set forth above.

13. Sale of the Property to the Buyer will be of a benefit to the estate, as net sales proceeds after payment of taxes, liens and encumbrances, and closing costs will be available at a minimum to pay joint claims in this estate on a pro-rata basis.

WHEREFORE, the Trustee requests that this Court (a) authorize sale of the Property on the terms of this Motion, and (b) grant the Trustee such other, further or different relief as is just and equitable.

WARNER NORCROSS & JUDD LLP  
Attorneys for Trustee

Dated: June 8, 2006

By: /s/ Timothy Hillegonds  
Timothy Hillegonds (P25555)  
900 Fifth Third Center, 111 Lyon St NW  
Grand Rapids, MI 49503  
(616) 752-2132



# VACANT LAND BUY AND SELL AGREEMENT

REALTOR® Office Use Only  
MLS No. \_\_\_\_\_



For reference purposes only, the Contract Date is 4-29-06

Selling REALTOR®/Broker is acting as a (Check One) ☒ Seller's Agent ☐ Buyer's Agent ☐ Dual Agent ☐ Transaction Co-ordinator

1. Parties To: Thomas Tibble, Trustee  
2. hereinafter called the Seller; the undersigned, hereinafter called the Buyer, hereby offers to buy the property at:  
3. 3044 Johnson Road, Stevensville, MI  
4. located in the Village of Stevensville, Benrien County  
5. Michigan and legally described as: as per attached page captioned "Tax Record Detail".

6. and Tax Code(s): 111231000033009  
7. Subject to any building and use restrictions, zoning ordinances, easements and special assessments of public record for the sum of  
8. \$18,800.00 Eighteen Thousand Eight Hundred Dollars.

9. 2. Including buildings, improvements, plantings, fencing and nothing else (address growing crops).

10. 3. The Terms of Purchase shall be indicated by an "X" below.

11. ☐ CASH The full purchase price upon execution and delivery of a warranty deed, not contingent upon Buyer's  
12. ability to obtain said funds.  
13. ☒ NEW The full purchase price upon execution and delivery of a warranty deed contingent upon Buyer's  
14. MORTGAGE ability to obtain a 80.000 %; Conventional mortgage with a note interest  
15. rate not exceeding 8.000 % per annum, which Buyer agrees to apply for within 3  
16. business days after acceptance by Seller and accept promptly if tendered. In the event that the  
17. Buyer does not apply for financing within the time provided above, the Seller may terminate this  
18. agreement by written notice of termination, which is delivered to the Buyer prior to the time the  
19. Buyer makes application for financing. Buyer to provide Seller with a written conditional loan  
20. commitment by May 8th, 2006. In the event Buyer  
21. does not provide the Seller with a written conditional loan commitment within the time provided  
22. above, the Seller may terminate this agreement by a written notice of termination, which is  
23. delivered to the Buyer prior to the time the Buyer provides the Seller with a written conditional  
24. loan commitment.  
25. Buyer hereby authorizes Buyer's lender to disclose loan status information to REALTORS®/Brokers.

26. ☐ LAND \$XXXXXXXXXXXX upon execution and delivery of Land Contract/Purchase Money Mortgage wherein the balance  
27. CONTRACT of the purchase price shall be payable in equal monthly installments of \$ XXXXXXXXXXXX or more per month.  
28. or The first installment shall be due and payable XXXX days after date of closing.  
29. ☐ PURCHASE The monthly installment will include interest at XXXXXXXX % per annum. Interest shall  
30. MONEY commence on date of closing. The entire balance shall be payable within XXXX months. In  
31. MORTGAGE addition, BUYER agrees to pay all taxes and insurance ☐ separately when due or ☐ monthly in  
32. addition to the above monthly payment.

33. ☐ OTHER FINANCING as set forth on the attached Financing Addendum.  
34. 4. Closing/Possession. Except as provided in paragraphs 5 and 6, the sale shall be closed on June 28, 2006 or before, if  
35. mutually agreed by the parties. Closing of this sale shall be an insured closing through the title company that provides the title  
36. insurance and the closing fee shall be paid by the Buyer. Buyer shall have complete possession at XXXX (☐ a.m., ☒ p.m., ☐ noon,  
37. midnight) time of closing. After possession date, if the Seller remains, the Seller agrees to pay the  
38. Buyer at the rate of \$ does not apply per day. Said payment shall not be construed as rent, but as liquidated damages. Buyer  
39. may proceed with other legal remedies as well.

40. 5. Extension of Closing. If the terms of purchase are subject to a new mortgage and the lender issues a written commitment  
41. prior to the date of closing, but is delayed in consummating the security transaction, then the Buyer shall have a reasonable time  
42. not exceeding fifteen (15) days from the last closing date as set forth in paragraph 4 above to consummate the security transaction  
43. and close this sale.

44. 6. Title Insurance. The Seller shall furnish an Owner's Policy of Title Insurance in the amount of purchase price. It is  
45. recommended that Buyer retain an attorney to render an opinion to marketability of title. Seller shall have a reasonable time not  
46. exceeding thirty (30) days from the last closing date as set forth in paragraph 4 above to correct defects in title even though the  
47. date of closing is delayed thereby.

48. 7. Earnest Money. The Buyer hereby deposits \$ 1,000.00 in the form of check with  
49. Attila Real Estate escrowee, receipt of which is hereby acknowledged as earnest money  
50. evidencing the Buyer's good faith to be held by said escrowee in trust and to apply on the purchase price. The Buyer  
51. agrees to deposit an additional amount of \$ XXXXXXXXXXXX as earnest money on or before XXXXXXXXXXXX.  
52. If this offer is not accepted, or the title is not merchantable, or if the terms of this Agreement are contingent upon the ability to

ATB

Buyer's Initials

Seller's Initials

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Attila Real Estate 2612 Niles Ave Saint Joseph, MI 49085  
Phone: (616) 983 - 8000 Fax: (616) 983 - 6605

Arthur Attila

Produced with ZipForm™ by RE FormsNet, LLC 18025 Fillion Mile Road, Clinton Township, Michigan 48035 [www.zipform.com](http://www.zipform.com)

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3044 Johnson

## VACANT LAND BUY AND SELL AGREEMENT

55. obtain a new mortgage or other contingencies specified herein which cannot be met, said deposit or deposits shall, upon  
56. furnishing written proof said contingency cannot be met, be refunded to the Buyer. In the event the Buyer and Seller both claim the  
57. earnest money deposit, the earnest money deposit shall remain in escrowee's trust account until a civil action has determined to  
58. whom the deposit must be paid, or until the Buyer and Seller have agreed, in writing, to the disposition of the deposit or the  
59. escrowee commences a civil action to interplead the earnest money deposit with the proper court pursuant to Rule 339.22313(6).  
60. In the event Buyer shall fail or refuse to complete the sale on the terms herein set forth, then the Seller shall have one of the  
61. following options:

62. 1. Terminate this Agreement and authorize escrowee to retain entire earnest money deposit as liquidated damages for  
63. the payment of expenses incurred related to this transaction, selling commissions and damages for Buyer's breach; or  
64. 2. proceed with any remedy available under the laws of the State of Michigan. In the event that the Seller shall fail or refuse to  
65. complete the sale on the terms herein set forth, then the Buyer shall have one of the following options: 1. Terminate this  
66. agreement and authorize the escrowee to return the earnest money to the Buyer for the Seller's breach; or 2. Proceed  
67. with any remedy available under the laws of the State of Michigan.

### 68. 8. Inspections/Permits

69. ☐ This agreement is contingent upon inspection reports or permits, the result of which are to be satisfactory to the  
70. Buyer on the following items (check applicable boxes)

71. ☐ Well ☐ Water Quality ☐ Septic System ☐ Septic Permit ☐ Percolation Test/Soil Analysis ☐ DEQ Permits  
72. ☐ Water/Well Permit ☐ Wood Destroying Insects ☐ Easements ☐ Zoning Determination  
73. ☐ Phase I Environmental Audit ☐ Other Items for inspection/permit: \_\_\_\_\_

76. When a septic system inspection is required, Seller shall have the septic tank access uncovered and shall pay to have the septic  
77. tank pumped, if recommended or required by the inspector. The above inspections shall be ordered by the Buyer, at the  
78. Buyer's expense. The Buyer must, by a written notice, either remove the inspection/permit contingencies or terminate this  
79. agreement within xxxxx business days of acceptance by Seller. In the event the Buyer neither removes the  
80. contingencies nor terminates this Agreement in the time provided, the Buyer shall be deemed to have waived the contingencies  
81. and proceed to close this transaction. Any request by Buyer to modify this agreement based upon the results of an inspection(s)  
82. shall terminate this agreement on the date indicated on line 79, unless: 1) the request is agreed to by Seller, in writing, by said date  
83. or 2) the Buyer proceeds to remove the inspection contingency, in writing, by said date.

84. If requested by the Seller, the Buyer shall furnish copies of any written reports, permits, or permit denials to the Seller. If the  
85. Buyer or Seller requests the REALTOR®/Broker, or its agents, subagents, or the Seller to recommend inspectors, repairmen, and/or  
86. other professionals, the Buyer and Seller agree that the REALTOR®/Broker, or its agents, subagents, or the Seller shall not be  
87. liable for errors or omissions made by said inspectors, repairmen, and/or other professionals and that neither REALTOR®/Broker,  
88. or its agents, subagents or the Seller, jointly or severally, shall have any responsibility for the performance of any repairs made  
89. pursuant to this Agreement. The Seller grants reasonable access to the Property and any buildings thereon to permit the Buyer and  
90. Buyer's representatives to conduct the above inspections. Buyer is solely responsible for obtaining such inspection reports and  
91. estimates as they deem necessary.

92. 9. Survey. ☒ No boundary (stake) survey requested; or ☐ Contingent upon a boundary (stake) survey paid for by the  
93. ☐ Buyer or ☐ Seller or ☐ Contingent upon a boundary (stake) survey showing all improvements on the property paid for by the  
94. ☐ Buyer or ☐ Seller. A mortgage report, which shows the location of the major structures on the property, is not a boundary  
95. (stake) survey and if required by the lender, will be paid for by the Buyer. Both Buyer and Seller acknowledge  
96. that REALTOR®/Brokers recommend a stake survey to determine the true and accurate boundaries of the property. Buyer  
97. understands and agrees that the REALTOR®/Brokers do not warrant location of the improvements and easements on the property  
98. and the boundaries of the property nor assume any responsibility for the representations made by the Seller of the location of the  
99. improvements and easements on the property and the boundaries of the property. When closing occurs, Seller and Buyer shall be  
100. deemed to have accepted the location of the improvements and easements on the property and the boundaries of the property.

101. 10. Property Condition. Buyer has examined this property and Buyer is satisfied with its present condition, except as may be  
102. specified herein. Buyer understands and agrees that Buyer is purchasing the property in an "AS IS" condition. Buyer  
103. understands and agrees that the REALTOR®/Brokers do not warrant the condition of the property nor assume any  
104. responsibility for the representations made by the Seller pertaining to the condition of the property or its use for any particular  
105. purpose. It is further understood that no representations or promises have been made to Buyer by the real estate brokers or  
106. salespersons or by the Seller other than those contained in this Agreement or as otherwise made or given by Seller to Buyer in a  
107. written disclosure statement. Buyer and Seller both understand that the REALTOR®/Brokers are not environmental experts.  
108. Unless expressly contained in a written instrument signed by the REALTOR®/Broker, the REALTOR®/Broker and  
109. REALTOR®/Broker's Salespersons have no knowledge of and make no representations regarding the environmental condition of  
110. the property, the existence of underground storage tanks at the property now, or in the past, whether the property is, has been or  
111. may be listed as a site of environmental contamination, or whether any such sites are located in the proximity of the property.  
112. At the time of possession, Seller agrees that the real estate and the improvements thereon, if any, shall be in the same condition as  
113. they are now, with the exception of ordinary wear and tear.

114. 11. Seller's Representations. Except as otherwise disclosed in writing, Seller represents to the best of Seller's knowledge and  
115. belief that:

SAB

Buyer's Initials

Seller's Initials

## VACANT LAND BUY AND SELL AGREEMENT

116. a). There are no existing violations of any laws, statutes, ordinances, regulations, orders or  
117. requirements of any governmental authority affecting the property.  
118. b). There is no pending or threatened litigation, administrative action or claim relating to the property.  
119. c). The Seller is the owner of title to the property in the condition required for performance hereunder.  
120. d). Unless expressly disclosed to the Buyer in writing, the Seller represents that this property is not  
121. subject to the terms of a Public Act 116 agreement, or any other governmental, agricultural, or  
122. developmental programs or agreements which will continue with the property.  
123. e). The Seller is the owner of all development rights in the property.

124. 12. Other Provisions. A) The Parties acknowledge that Attila Real Estate is an agent for the  
125. Seller. B) The buyer acknowledges that the Seller is a trustee who has no knowledge  
126. of the property and make no representations about the property or division rights  
127. thereof. C) The Buyer acknowledges and accepts that the Seller will render a  
128. trustee's deed not a warranty deed. D) The Seller will not provide title insurance.  
129. E) This transaction is subject to the buyer's ability to obtain satisfactory title  
130. insurance upon closing at Buyer's expense. CONTINUED ON ADDENDUM #1

131. Attachments and Addenda referenced here are part of this Agreement: a page captioned "Tax Record Detail" and a  
132. one page addendum to buy and sell agreement.

133. 13. Prorations. Rents, taxes and all assessments shall be prorated as of the date of closing sale, it is assumed that all taxes  
134. and assessments are based on the calendar year in which they are billed, with the Buyer being responsible for the day of closing.  
135. For proration purposes, all tax bills shall be added together, using the last tax bill(s) issued and prorated accordingly, unless there  
136. has been a change in the taxable value or special assessments on the property, in which case proration shall be on that basis.  
137. If the Seller has paid taxes in advance, the Seller shall be credited by the Buyer at the time of closing for the taxes paid in  
138. advance and prorated from the date of closing to end of the calendar year. If the property is currently a non-homestead property  
139. and the Buyer will both close and occupy the property as their principal residence prior to May 1 of the current year, then the  
140. school portion of the property tax bill will be prorated based on the property having a homestead exemption.

### 141. 14. Unplatted Lands:

142. 1). The following statements required by the Land Division Act must be included on all deeds or land contracts:

143. a). The grantor grants to the grantee the right to make (insert number to be determined below) divisions under section 108 of  
144. the Land Division Act, No. 288 of the Public Acts of 1967

145. b). This property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and  
146. management practices which may generate noise, dust, odors, and other associated conditions may be used and  
147. are protected by the Michigan right to farm act.

148. 2). The Land Division Act on March 31, 1997, created parent parcels from which future land divisions may be permitted.  
149. Contiguous parcels owned by the Seller as of March 31, 1997, may be considered part of the parent parcel and therefore  
150. affect the total divisions available to be conveyed, a transfer of "all" divisions may be taken to include a transfer of  
151. divisions from contiguous parcels. In order to complete the blank in 1a, above for the deed or land contract  
152. the item marked below will apply:

153. ☐ u). This property is a parent parcel and XXXXXXXXXX divisions of this property will be conveyed to the Buyer.  
154. ☐ b). This property is not a parent parcel and XXXXXXXXXX divisions of this property will be conveyed to the Buyer

155. Note: The word "zero", "all", or specific number should be inserted in the space designated in either a) or b) above.

156. If the space contained in paragraph 1a above is left blank, the deed will NOT grant the Buyer the right to any divisions.

157. The Seller and the Buyer are advised that the number of divisions inserted above may represent a maximum number  
158. of divisions being conveyed, and shall not be construed as a guarantee of the right to make all of those divisions under  
159. section 108 of the Land Division Act. Other factors including land conditions and local ordinances may prohibit or reduce  
160. the number of divisions permitted for any given tract or parcel.

161. The Seller and Buyer acknowledge that they are not relying upon any oral or written statements by the REALTOR®/Broker or  
162. Salespeople as to the number of divisions permissible for the property, and that any number inserted by the  
163. REALTOR®/Broker or Salesperson is at the direction of the Seller. The Seller and Buyer further acknowledge that they have  
164. been advised to seek the advice of a professional to assist them in determining the number of divisions to be conveyed, if any.

165. 3). If this parcel is a division, as defined by the Land Division Act, ☐ Seller represents that this parcel, along with the above  
166. stated number of divisions, has been approved by the local municipality, or ☐ this sale is subject to said municipal approval,  
167. which ☐ Seller or ☐ Buyer agrees to apply for, at ☐ the Seller's or ☐ Buyer's expense and have approved by the closing date.

168. 15. Fax. The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be delivered by  
169. use of a fax and the signatures, initials and modifications shall be deemed to be valid and binding upon the parties as if the  
170. original signatures, initials and modifications were present on the documents in the handwriting of each party. Neither party  
171. shall assert the Statute of Frauds or non-enforceability or invalidity of the contract because of fax copies being used, and both  
172. parties specifically waive and relinquish any such defense. Each party agrees to provide an original signed document to the other  
173. upon request.

174. 16. Counterparts. This agreement may be signed in any number of counterparts with the same effect as if the signature of each  
175. counterpart were upon the same instrument.

SAB

Buyer's Initials

Seller's Initials



# VACANT LAND BUY AND SELL AGREEMENT

176. 17. The parties hereto agree that this is a legal and binding agreement, consisting of four (4) pages and the exhibits and  
 177. addenda specifically referred to herein and constitutes the entire understanding of the parties and there are no other  
 178. agreements, expressed or implied. The REALTOR®/Broker recommends that all parties to this agreement retain an  
 179. attorney to protect their interests in this transaction.  
 180. 18. Buyer and Seller hereby acknowledge that they have read this agreement and have received a complete copy of this  
 181. agreement including any of the Exhibits and Addenda referred to herein. All parties agree that time is of the very essence of  
 182. every provisions of this agreement. Unless previously withdrawn by the Buyer, the Seller must accept this offer in writing  
 183. prior to 05/03/2006 at 6:00 ☐ a.m. ☒ p.m. ☐ noon ☐ midnight or this offer shall terminate.

184. Date: 04/29/2006 Time: \_\_\_\_\_ ☐ A.M. ☐ P.M. \_\_\_\_\_ BUYER Signature  
 185. By: \_\_\_\_\_ (269) 921-8000 Steve Breitkreuz Printed  
 REALTOR® Arthur A. Attila Signature Phone No  
 186. For: Attila Real Estate (269) 983-8000 BUYER Signature  
 Selling Office Phone No  
 187. For: Attila Real Estate (269) 983-8000 Printed  
 Listing Office Phone No  
 188. Buyer's Phone (Res) \_\_\_\_\_ Address: \_\_\_\_\_  
 189. (Work) (269) 983-6353

190. 19. Seller's Acceptance: As owners and Seller of the property described herein, the undersigned accepts the above agreement  
 191. except \_\_\_\_\_  
 192. \_\_\_\_\_  
 193. \_\_\_\_\_  
 194. \_\_\_\_\_  
 195. \_\_\_\_\_  
 196. \_\_\_\_\_  
 197. \_\_\_\_\_  
 198. this \_\_\_\_\_ day of \_\_\_\_\_, and agrees to sell in accordance therewith and to pay  
 199. the Listing Office the brokerage fee for services rendered in this transaction, as stated in the Listing Agreement corresponding to the  
 200. property described herein. In the event of an exception, unless previously withdrawn by the Seller, the Buyer must accept this  
 201. counter-offer in writing prior to \_\_\_\_\_ at

202. \_\_\_\_\_ ( ☐ a.m., ☐ p.m., ☐ noon, ☐ midnight ) or this counter-offer shall terminate.  
 Time

203. Seller understands that consummation of the sale or transfer of the property described in this agreement shall not relieve  
 204. the Seller of any liability that Seller may have under the mortgage(s) to which property is subject, unless otherwise  
 205. agreed to by the lender or required by law or regulation.

206. Date: \_\_\_\_\_ Time: \_\_\_\_\_ ☐ A.M. ☐ P.M. \_\_\_\_\_ SELLER Signature  
Thomas Tibble, Trustee Printed  
 207. By: \_\_\_\_\_ (269) 921-8000 SELLER SSN  
 REALTOR® Arthur A. Attila Signature Phone No  
 208. SELLER'S Phone (Res) (269) 342-9482 (Work) (269) 342-9799 SELLER Signature  
 209. Address: 2813 Main Street Printed  
 210. Kalamazoo, MI 49007 SELLER SSN

211. 20. Buyer's Receipt of Acceptance. Receipt is hereby acknowledged by Buyer of the Seller's acceptance of Buyer's agreement.  
 212. In the event acceptance was subject to certain changes from Buyer's agreement the Buyer agrees to accept said changes, all  
 213. other terms and conditions remaining unchanged.

214. Date: \_\_\_\_\_ Time: \_\_\_\_\_ ☐ A.M. ☐ P.M. \_\_\_\_\_ Buyer  
Steve Breitkreuz

215. By: \_\_\_\_\_ Buyer  
 REALTOR® Arthur A. Attila Signature

216. 21. Seller's Receipt of Acceptance. Receipt is hereby acknowledged by Seller of the Buyer's acceptance of Seller's counter-offer.

217. Date: \_\_\_\_\_ Time: \_\_\_\_\_ ☐ A.M. ☐ P.M. \_\_\_\_\_ Seller  
Thomas Tibble, Trustee

218. By: \_\_\_\_\_ Seller  
 REALTOR® Arthur A. Attila Signature



# ADDENDUM TO BUY AND SELL AGREEMENT



Addendum # 1

1 In reference to Buy and Sell Agreement between \_\_\_\_\_ the Buyer  
 2 and Thomas Tibble, Trustee the Seller, with a referenced contract  
 3 date of April 29, 2006, covering the real property located at \_\_\_\_\_  
 4 3044 Johnson Road, Stevensville, MI, Stevensville, MI 49127

5 the undersigned Buyer and Seller further agree:

- 6 A) The Sale is subject to final approval by the court.  
 7 B) The Buyer agrees to pay a \$225 fee for a title company closing.  
 8 C) The Parties acknowledge that the Seller is acting as a Trustee and not personally.

23 The above is acknowledged by the Buyer and Seller to be a definite part of the Buy and Sell Agreement.

24 Date: 04/29/2006 Time: \_\_\_\_\_ ☐ A. M. ☐ P. M.

25 By: [Signature]  
 26 REALTOR - Phone No. (269) 921-8000  
 Arthur A. Attila

Buyer [Signature]  
 Steve Breitkreuz

27 For: Attila Real Estate  
 28 Selling Office - Phone No. (269) 983-8000

Buyer

29 For: Attila Real Estate  
 30 Listing Office - Phone No. (269) 983-8000

31 Date: \_\_\_\_\_ Time: \_\_\_\_\_ ☐ A. M. ☐ P. M.

Seller Thomas Tibble, Trustee

33 By: \_\_\_\_\_  
 34 REALTOR - Phone No. (269) 921-8000  
 Arthur A. Attila

Seller

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Rev 4/99

Attila Real Estate 2612 Niles Ave Saint Joseph, MI 49085  
 Phone: (616) 983-8000 Fax: (616) 983-6605

Arthur Attila

3044 Johnson

Produced with ZipForm™ by RE FormsNet, LLC 18026 Fifteen Mile Road, Clinton Township, Michigan 48035 [www.zipform.com](http://www.zipform.com)

**Tax Record Detail****Property Description**

**Address** 3044 Johnson Rd  
Lincoln Twp, MI

111200280001013

**County** Berrien  
**Municipal** Lincoln Twp  
**Property Class** 301 Industrial

**Owner** Jackson James E & Antonia G Tax Payer  
2106 Russell Rd  
Baroda, MI 49101

Jackson James E & Antonia G  
2106 Russell Rd  
Baroda, MI 49101

**Property Characteristics****Alternate Prop No.**

**School Dist Code** 11030  
**Neighborhood Code**  
**Zoning Code**

**School Dist Name** Lakeshore  
**Neighborhood Desc**  
**Zoning Desc**

**Farm Preservation Flag**  
**Entprz/Hist/Rena Zn**  
**Num Com/Ind Bldgs**  
**Num Res Bldgs**

**Public Water**  
**Public Sewer**  
**Electricity**  
**Gas Service**

**Street Light Code**  
**Recycling Distr**  
**Exempt Prop Code**  
**Improved** Y

**Land Information**

**Lot Acres** 1.05  
**Lot Width** 0 00  
**Lot Depth** 0 00  
**Waterfront**  
**A/C Code**  
**Map Number** 011

**No. Bedrooms**  
**No. Bathrooms**  
**Class**  
**Year Built**  
**Fireplaces**  
**Map X Coord**

**Bldg. Style**  
**Exterior**  
**Ttl Fin Sqft**  
**Basement Area**  
**Garage Sqft**  
**Map Y Coord**

**Assessment & Tax Information**

	<b>Assessed Value</b>	<b>SEV</b>	<b>Taxable Value</b>
<b>2005</b>	10400	10400	7343
<b>Previous</b>	7700	7700	7170

<b>SP Asmt 1</b>	<b>Asmt Bal 1</b>		
<b>SP Asmt 2</b>	<b>Asmt Bal 2</b>		
<b>SP Asmt 3</b>	<b>Asmt Bal 3</b>	<b>Homestead Pct</b>	0

**2004 Summer Tax** \$237.16  
**2004 Winter Tax** \$73.84

**Other Tax**

**Sale Information**


<b>Grantor</b>	<b>Sale Price</b>	
<b>Grantee</b>	<b>Sale Date</b>	050400
	<b>Terms</b>	
<b>Previous Assmnt/Sale Ratio</b>	<b>Libor Page</b>	2404/ 1797

**Legal Description**

COM 794'W OF CEN SEC 28 T5S R18W TH S 0 DEG 02'22"W 365' TH W 125' TH N 0 DEG 02'22"E 365' TH E 125' TO POB PER SUR 1121/479

This page is referenced in a buy and sell agreement for property  
at: 3044 Johnson Road, Stevensville, MI 49127.

\_\_\_\_\_  
**Seller**

  
\_\_\_\_\_  
**Buyer**

\_\_\_\_\_  
**Buyer**